

Fill in this information to identify the case:

United States Bankruptcy Court for the District of Delaware

Case number (if known): _____ Chapter 11

Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name	<u>Western Global Airlines, Inc.</u>		
<hr/>			
2. All other names debtor used in the last 8 years Include any assumed names, trade names, and <i>doing business as</i> names	<u>Western Global Airlines LLC</u> <u>Western Global Airlines</u> <hr/> <hr/> <hr/>		
<hr/>			
3. Debtor's federal Employer Identification Number (EIN)	<u>30-0769265</u>		
<hr/>			
4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business	
<hr/>			
<u>9260 Estero Park Commons Blvd.</u> Number Street		Number Street	
<u>Suite 200</u> _____		P.O. Box _____	
<u>Estero</u> City		<u>Florida</u> State	<u>33928</u> ZIP Code
Location of principal assets, if different from principal place of business			
<u>Lee</u> County			
Number Street _____			
City State ZIP Code _____			
<hr/>			
5. Debtor's website (URL)	<u>https://www.westernglobalairlines.com</u>		
<hr/>			
6. Type of debtor	<input checked="" type="checkbox"/> Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) <input type="checkbox"/> Partnership (excluding LLP) <input type="checkbox"/> Other. Specify: _____		
<hr/>			

Debtor Case 23-11093 Doc 1 Filed 08/07/23 Page 2 of 24 Case number (if known) 23-
Western Global Airlines, Inc. Name

7. Describe debtor's business

A. *Check one:*

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
 - Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
 - Railroad (as defined in 11 U.S.C. § 101(44))
 - Stockbroker (as defined in 11 U.S.C. § 101(53A))
 - Commodity Broker (as defined in 11 U.S.C. § 101(6))
 - Clearing Bank (as defined in 11 U.S.C. § 781(3))
 - None of the above

B. Check all that apply:

- Tax-exempt entity (as described in 26 U.S.C. § 501)
 - Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
 - Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See

<http://www.uscourts.gov/four-digit-national-association-naics-codes>

4812 - Nonscheduled Air Transportation

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
 - Chapter 9
 - Chapter 1

Chapter 11. *Check all that apply:*

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
 - A plan is being filed with this petition.
 - Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
 - The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
 - The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

Chapter 12

No

1

District

When

When _____ Case number _____
MM/ DD/ YYYY

When _____ Case number _____

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

List all cases. If more than 1, attach a separate list.

<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Debtor	See Schedule 1	Relationship	See Schedule 1
		District	Delaware	When	August 7, 2023 MM / DD / YYYY
			Case number, if known		

11. Why is the case filed in this district?

Check all that apply:

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

No

Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

- It needs to be physically secured or protected from the weather.

- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

Other _____

Where is the property?

Number _____ Street _____

City _____

State _____

ZIP Code _____

Is the property insured?

No

Yes. Insurance agency _____

Contact Name _____

Phone _____

Statistical and administrative information
13. Debtor's estimation of available funds

Check one:

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

(on a consolidated basis with all affiliated debtors)

1-49

1,000-5,000

25,001-50,000

50-99

5,001-10,000

50,001-100,000

100-199

10,001-25,000

More than 100,000

200-999

15. Estimated assets <small>(on a consolidated basis with all affiliated debtors)</small>	<input type="checkbox"/> \$0-\$50,000 <input type="checkbox"/> \$50,001-\$100,000 <input type="checkbox"/> \$100,001-\$500,000 <input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$1,000,001-\$10 million <input type="checkbox"/> \$10,000,001-\$50 million <input type="checkbox"/> \$50,000,001-\$100 million <input checked="" type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> \$500,000,001-\$1 billion <input type="checkbox"/> \$1,000,000,001-\$10 billion <input type="checkbox"/> \$10,000,000,001-\$50 billion <input type="checkbox"/> More than \$50 billion
16. Estimated liabilities <small>(on a consolidated basis with all affiliated debtors)</small>	<input type="checkbox"/> \$0-\$50,000 <input type="checkbox"/> \$50,001-\$100,000 <input type="checkbox"/> \$100,001-\$500,000 <input type="checkbox"/> \$500,001-\$1 million	<input type="checkbox"/> \$1,000,001-\$10 million <input type="checkbox"/> \$10,000,001-\$50 million <input type="checkbox"/> \$50,000,001-\$100 million <input type="checkbox"/> \$100,000,001-\$500 million	<input type="checkbox"/> \$500,000,001-\$1 billion <input type="checkbox"/> \$1,000,000,001-\$10 billion <input type="checkbox"/> \$10,000,000,001-\$50 billion <input type="checkbox"/> More than \$50 billion

Request for Relief, Declaration, and Signatures

WARNING – Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

- The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- I have been authorized to file this petition on behalf of the debtor.
- I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 7, 2023
MM / DD / YYYY

x/s/ James K. Neff

Signature of authorized representative of debtor

James K. Neff

Printed name

Chief Executive Officer

Title

18. Signature of attorney**x**/s/ Zachary I. Shapiro

Signature of attorney for debtor

August 7, 2023

MM / DD / YYYY

Zachary I. ShapiroGary T. Holtzer

Printed Name

Richards, Layton & Finger, P.A.Weil, Gotshal & Manges LLP

Firm Name

One Rodney Square, 920 North King Street767 Fifth Avenue

Address

Wilmington, Delaware 19801New York, New York 10153

City/State/Zip

(302) 651-7700(212) 310-8000

Contact Phone

shapiro@rlf.comgary.holtzer@weil.com

Email Address

5103Delaware

Bar Number

State

Schedule 1**Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”). A motion will be filed with the Court requesting that the chapter 11 case of each entity listed below be consolidated for procedural purposes only and jointly administered, pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure, under the case number assigned to the chapter 11 case of Western Global Airlines, Inc.

COMPANY
Western Global Airlines, Inc.
Keldann Air LLC
Jimsunn Air LLC
B26344 LLC
B26356 LLC
M48411 LLC
M48412 LLC
M48415 LLC
M48435 LLC
M48512 LLC
M48513 LLC
M48542 LLC
M48543 LLC
M48544 LLC
M48545 LLC
M48546 LLC
M48581 LLC
Mobility Air, LLC
NCF680C2 LLC

**ACTION BY WRITTEN CONSENT OF THE GOVERNING BODIES OF
WESTERN GLOBAL AIRLINES, INC., KELDANN AIR LLC, JIMSUNN AIR LLC,
B26344 LLC, B26356 LLC, M48411 LLC, M48412 LLC, M48415 LLC, M48435 LLC,
M48512 LLC, M48513 LLC, M48542 LLC, M48543 LLC, M48544 LLC, M48545 LLC,
M48546 LLC, M48581 LLC, MOBILITY AIR, LLC, NCF680C2 LLC**

August 7, 2023

WHEREAS, the undersigned (as applicable, the “**Governing Body**”), of each of the entities referenced above (each, a “**Company**” and collectively, the “**Companies**”), do hereby consent to, adopt, and approve, by written consent in accordance with the applicable provisions of the Delaware General Corporation Law, the Delaware Limited Liability Company Act, and the Florida Revised Limited Liability Company Act, the following resolutions and each and every action effected thereby;

WHEREAS, the Governing Body of each Company has reviewed and had the opportunity to ask questions about the materials presented by the management and the legal and financial advisors of such Company regarding the liabilities and liquidity of such Company, the restructuring alternatives available to it, and the impact of the foregoing on such Company’s business;

WHEREAS, the Governing Body of each Company has had the opportunity to consult with the management and the legal and financial advisors of such Company to fully consider, and has considered, each of the strategic alternatives available to such Company;

WHEREAS, the independent director, Hooman Yazhari, with the assistance of the Companies’ advisors, has been involved in the review, evaluation, and negotiations with key stakeholders regarding the transactions contemplated under the Restructuring Support Agreement (defined below) and the DIP Financing Agreements (defined below);

WHEREAS, Mr. Yazhari recommends the Companies enter into the Restructuring Support Agreement and the DIP Financing Agreements and implement the proposed restructuring; and

WHEREAS, each Governing Body desires to approve the following resolutions.

I. Commencement of Chapter 11 Case

NOW, THEREFORE, BE IT RESOLVED, that, with respect to each Company, its Governing Body has determined, after consultation with the management and the legal and financial advisors of such Company, that it is desirable and in the best interests of such Company, its creditors, and other parties in interest that a petition be filed by such Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”); and be it further

RESOLVED, that any officer or other authorized person of any respective Company, or each such officer's delegates (each, an "**Authorized Person**"), in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, with full power of delegation, and directed to negotiate, execute, deliver, and file, in the name and on behalf of such Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, and other documents (the "**Chapter 11 Filings**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") (with such changes therein and additions thereto as any such Authorized Officer may deem necessary, advisable, desirable, or appropriate, the execution and delivery of any of the Chapter 11 Filings by any such Authorized Person with any changes thereto to be conclusive evidence that any such Authorized Person deemed such changes to meet such standard); and be it further

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds which such Authorized Person deems necessary, advisable, desirable, or appropriate in connection with such Company's chapter 11 case (each, a "**Chapter 11 Case**" and collectively, the "**Chapter 11 Cases**") or Chapter 11 Filings, including, without limitation, (i) the payment of fees, expenses, and taxes such Authorized Person deems necessary, advisable, desirable, or appropriate, and (ii) negotiating, executing, delivering, performing, and filing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates, and/or instruments (or any amendments or modifications thereto) in connection with the Chapter 11 Case, with a view to the successful prosecution of such Chapter 11 Case (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

II. Retention of Advisors

RESOLVED, that, in connection with each Company's Chapter 11 Case, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers, and other professionals which such Authorized Person deems necessary, advisable, desirable, or appropriate in connection with, or in furtherance of, such Company's Chapter 11 Case, with a view to the successful prosecution of such Chapter 11 Case (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

RESOLVED, that the law firm of Weil, Gotshal & Manges LLP, located at 767 Fifth Avenue, New York, New York 10153, is hereby retained as attorneys for the Companies in their Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the law firm of Richards, Layton & Finger, P.A., located at One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, is hereby retained as local counsel for the Companies in their Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of Evercore Group L.L.C., located at 55 East 52nd Street, New York, New York 10055, is hereby retained as investment banker for the Companies in their Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that the firm of FTI Consulting, Inc., located at 1166 6th Ave, 14th Floor, New York, New York 10036, is hereby retained to provide interim management and financial advisory services to the Companies in their Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that Stretto, Inc., located at 410 Exchange, Ste. 100 Irvine, California 92602, is hereby retained as claims, noticing, and solicitation agent for the Companies in their Chapter 11 Cases, subject to Bankruptcy Court approval; and be it further

RESOLVED, that, with respect to each Company, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts and deeds, including, without limitation, (i) the payment of any consideration, (ii) the payment of fees, expenses, and taxes such Authorized Person deems necessary, advisable, desirable, or appropriate, and (iii) negotiating, executing, delivering, and performing any and all documents, motions, pleadings, applications, declarations, affidavits, schedules, statements, lists, papers, agreements, certificates, and/or instruments (or any amendments or modifications thereto) in connection with the engagement of professionals contemplated by the foregoing resolutions (such acts to be conclusive evidence that such Authorized Person deemed the same to meet such standard); and be it further

III. Restructuring Support Agreement

RESOLVED, that in connection with the Chapter 11 Cases, it is in the best interests of the Companies to enter into a Restructuring Support Agreement (the “**Restructuring Support Agreement**”) on terms and conditions substantially similar to those set forth in the form of the Restructuring Support Agreement previously provided to the Governing Bodies; and be it further

RESOLVED, that the form, terms, and provisions of the Restructuring Support Agreement, and all the exhibits annexed thereto and the execution, delivery, and performance thereof and the consummation of the transactions contemplated thereunder by the Companies are hereby authorized, approved, and declared advisable and in the best interests of the Companies, with such changes therein and additions thereto as any Authorized Person, who may act without the joinder of any other Authorized Person, executing the same may in such Authorized Person’s discretion deem necessary or appropriate, it being acknowledged that the execution of the Restructuring Support Agreement and such other documents, agreements, instruments, and certificates as may be required or contemplated by the Restructuring Support Agreement, as applicable, shall be conclusive evidence of the approval thereof; and be it further

RESOLVED, that any Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, in the name and on behalf of the Companies, to cause the Companies to enter into, execute, deliver, certify, file and/or record, and perform the obligations arising under, the Restructuring Support Agreement, substantially in the forms previously presented to the Governing Bodies, together with such other documents, agreements,

instruments, and certificates as may be required by the Restructuring Support Agreement; and be it further

RESOLVED, that any Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, in the name and on behalf of the Company, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the Restructuring Support Agreement and/or any related documents which shall, in such Authorized Person's sole judgment, be necessary, proper or advisable.

IV. Debtor-in-Possession Financing and Cash Collateral

WHEREAS, the Companies propose to enter into a secured super-priority priming debtor-in-possession financing transaction (such transaction, the "**DIP Financing**") as of or about the commencement of the Chapter 11 Cases to be evidenced by a binding term sheet, promissory note and/or credit agreement (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**DIP Financing Agreements**"), on terms and conditions substantially consistent with those presented to the Governing Bodies and subject to approval of the Bankruptcy Court;

WHEREAS, the Companies desire to guaranty the payment and performance of the obligations (other than each such Company's own primary obligations) under the DIP Financing Agreements and the other Additional DIP Financing Documents (as defined below) and grant security interests in and liens upon substantially all of their assets as collateral for the obligations under the DIP Financing Agreements and the other Additional DIP Financing Documents; and

WHEREAS, it is hereby deemed that the DIP Financing Agreements and the Additional DIP Financing Documents and, to the extent any Company is a party thereto, the execution and delivery thereof, the performance of such Company's obligations thereunder and the transactions contemplated thereby, are advisable and in the best interests of the Companies.

NOW, THEREFORE, BE IT RESOLVED, that (a) the form, terms, and conditions of, the DIP Financing Agreements, together with any amendments, modifications, alterations, or changes thereto as may be approved by any Authorized Person, (b) the execution, delivery, and performance by the Companies, to the extent they are party thereto, of the DIP Financing Agreements and the Additional DIP Financing Documents, and the consummation of the transactions contemplated thereunder, including the borrowing (and repayment) of any loans or funds or any other extension of credit under the DIP Financing Agreements and any Additional DIP Financing Document, the guaranty of any obligations under the DIP Financing Agreements and any Additional DIP Financing Document, and the use of proceeds to provide liquidity for the Companies throughout the Chapter 11 Cases, (c) the grant of security interests in all or any portion of any Company's assets to secure any obligations under the DIP Financing Agreements and any Additional DIP Financing Documents (d) if applicable, the repayment, termination, or other treatment of existing third-party debt of the Companies and any other existing indebtedness pursuant to the terms of the DIP Financing Agreements and/or any Additional DIP Financing Document, and (e) the execution, delivery, and performance by the Companies, to the extent they are party thereto, of all agreements, security, guarantee or collateral documents, mortgages,

financing statements, documents, promissory notes, instruments, notices, certificates, stock powers, payoff letters, fee letters, engagement letters, and all other related documents, including exhibits and schedules to or necessary, advisable, desirable, or appropriate (in the determination of any Authorized Person) to be executed and delivered by any Company in connection with the DIP Financing Agreements, in each case, in such form and substance as may be approved by any Authorized Person (each an "**Additional DIP Financing Document**" and collectively, the "**Additional DIP Financing Documents**"), are hereby in all respects authorized and approved, and that each Authorized Person, any one of whom may act without the joinder of any of the others, be, and they hereby are, authorized, empowered, and directed to do and perform, or cause to be done and performed all such acts and things and to sign and deliver or cause to be signed and delivered, all such documents, agreements, certificates, and other instruments, and to take all such other actions as are necessary, advisable, desirable, or appropriate in order to effectuate the purpose and intent of the foregoing resolutions; and be it further

RESOLVED, that the granting by each Company of liens on and security interests in any or all of its assets to secure any obligations under the DIP Financing Agreements and any Additional DIP Financing Documents and the filing and recording of any UCC financing statements, fixture filings, intellectual property filings, or any other documents and the taking of any other actions necessary, advisable, desirable, or appropriate to perfect such security interests, are hereby authorized and approved, and each Authorized Person is authorized on behalf of each applicable Company to execute and deliver any such other perfection documents or instruments, including, without limitation, continuation statements, and pay such fees, taxes, and expenses, as necessary; and be it further

RESOLVED, that the pledge by each Company of any equity interest held by it, the transfer of such equity interest to the administrative agent or collateral agent for the DIP Financing (the "**DIP Agent**") or any nominee thereof and any transfer from time to time by the DIP Agent or its nominee to any other person pursuant to the exercise of any rights under the DIP Financing Agreements and all steps required of such Company to give effect to such pledge and transfers, including the issuance of certificates of ownership and the entering of the names of any transferees onto the subsidiaries' equity holder registers, are hereby approved; and that each Authorized Person is hereby authorized, empowered, and directed on behalf of such Company, to execute and deliver any such other transfer documents or instruments; and be it further

RESOLVED, that each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed, in the name and on behalf of each applicable Company, to take all actions (including, without limitation, (a) the negotiation, execution, delivery, and filing of any agreements, letters, certificates, or other instruments or documents, including the filing of UCC financing statements, fixture filings, intellectual property filings or mortgage, (b) any increase in the principal amount of any obligation, (c) the modification or amendment of any of the terms and conditions of the DIP Financing Agreements and/or any Additional DIP Financing Document to the extent such Company is a party, (d) the payment of any consideration, and (e) the payment of expenses, fees, and taxes) as any such Authorized Person may deem necessary, advisable, desirable, or appropriate (such acts to be conclusive evidence that such Authorized Person, in his or her sole discretion, deemed the same to be necessary, advisable, desirable, or appropriate) in order to effect the transactions contemplated under the DIP Financing Agreements or any Additional DIP Financing Document to the extent such Company is a party,

and all acts of any such Authorized Person taken pursuant to the authority granted herein, or having occurred prior to the date hereof in order to effect such transactions, are hereby approved, adopted, ratified, and confirmed in all respects as the acts and deeds of such Company; and be it further

RESOLVED, that the execution, delivery, and performance of each of the documents described in the foregoing resolutions is necessary or convenient to the conduct, promotion, or attainment of the business and purposes of the Companies; and be it further

RESOLVED, that, to the extent applicable, the Authorized Persons may seek Bankruptcy Court approval, for the use of the cash collateral of DKB Partners LLC under that certain Credit Agreement, dated as of September 14, 2020, by and among Western Global Airlines, Inc. (f/k/a Western Global Airlines LLC), as Borrower, Western Global Airlines Holdings, Inc., the other Guarantors party thereto, the Lenders party thereto, and DKB Partners LLC, as Administrative Agent for the Lenders (as amended, restated, amended and restated, supplemented, modified, or otherwise in effect from time to time); and be it further

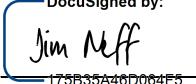
V. General

RESOLVED, that, with respect to each Company, each Authorized Person, in each case, acting singly or jointly, be, and each hereby is, authorized, empowered, and directed to take and perform any and all further acts or deeds, including, but not limited to, (i) the negotiation of such additional agreements, amendments, modifications, supplements, renewals, replacements, consolidations, substitutions, extensions, reports, documents, instruments, applications, notes, or certificates not now known but which may be required, (ii) the execution, delivery, and filing (if applicable) of any of the foregoing, and (iii) the payment of all fees, consent payments, taxes, and other expenses as any such Authorized Person, in his or her sole discretion, may approve or deem necessary, advisable, desirable, or appropriate in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, all of such actions, executions, deliveries, filings, and payments to be conclusive evidence of such approval or that such Authorized Person deemed the same to be so necessary, advisable, desirable, or appropriate; and be it further

RESOLVED, that any and all past actions heretofore taken by any Authorized Person, any director, or any member of any Company, in the name and on behalf of such Company, or for the benefit of, such Company or in furtherance of any or all of the preceding resolutions be, and the same hereby are, ratified, confirmed, and approved in all respects.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, being the members of the board of directors of Western Global Airlines, Inc., have executed this consent as of the date first written above.

By: 
Name: James K. Neff

By: _____
Name: Carmit P. Neff

By: _____
Name: Hooman Yazhari

IN WITNESS WHEREOF, the undersigned, being the members of the board of directors of Western Global Airlines, Inc., have executed this consent as of the date first written above.

By: _____

Name: James K. Neff

DocuSigned by:

By:  _____

Name: Carmit P. Neff

By: _____

Name: Hooman Yazhari

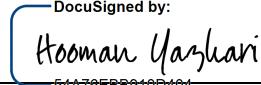
IN WITNESS WHEREOF, the undersigned, being the members of the board of directors of Western Global Airlines, Inc., have executed this consent as of the date first written above.

By: _____

Name: James K. Neff

By: _____

Name: Carmit P. Neff

By: 
Hooman Yazhari
54A70EBB910D404...

Name: Hooman Yazhari

Fill in this information to identify the case:

Debtor name: Western Global Airlines, Inc.
 United States Bankruptcy Court for the District of Delaware
 (State)
 Case number (*If known*): 23-_____ ()

Check if this is an
amended filing

Official Form 204**Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of consolidated creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	U.S. Bank National Association Attn.: Rick Prokosch CM-9690 P.O. Box 70870 St. Paul, Minnesota 55170-9690	Attn.: Rick Prokosch Phone: (651) 466-6619 Email: rick.prokosch@usbank.com	Unsecured Notes				\$419,136,111.11
2	Lufthansa Technik Attn.: Constantin Meyer P.O. Box 7247 - 0005739 Philadelphia, Pennsylvania 19170-0005739	Attn.: Constantin Meyer Phone: + 40-5070-2982 Email: constantin.meyer@lht.dlh.de	Trade Debt	Disputed			\$10,448,248.85
3	GE Engine Services Distribution, LLC Attn.: Manjula Rajesh P.O. Box 640950 Pittsburgh, Pennsylvania 15264-0950	Attn.: Manjula Rajesh Email: manjula.rajesh@ge.com	Trade Debt				\$7,448,165.84
4	Trans-Caribbean Cargo Corp. ¹ Attn.: Geoffrey L. Travis 1951 Northwest 68th Avenue Building 706, Suite 228 Miami, Florida 33126	Attn.: Geoffrey L. Travis Phone: (305) 379-9188 Email: gtravis@shutts.com	Litigation				\$6,742,548.24
5	Delta Airlines Attn.: Michael Smith P.O. Box 101153 Atlanta, Georgia 30392-1153	Attn.: Michael Smith Phone: (404) 714-0270 Email: michael.smith@delta.com	Trade Debt				\$4,973,237.93
6	Evergreen Aviation Technologies Attn.: Tina Lin 6 Hsing-Jiann S. Road Taoyuan, Taiwan 33758	Attn.: Tina Lin Phone: + 866-3-351-9376 Email: tinalin@egat.com.tw	Trade Debt				\$4,500,451.54

¹ To the Debtors' knowledge, Trans-Caribbean Cargo Corp. ("TCC") may have recorded judgment liens against Western Global Airlines, Inc. and filed liens against certain of its property, including aircraft. The Debtors believe these liens, to the extent determined to be valid, enforceable and not avoidable, are junior in priority to liens held by the Debtors' secured lender and, therefore, have identified TCC as the holder of an unsecured claim herein.

Debtor Western Global Airlines, Inc.

Case number (if known)

23-_____()

Name

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
7	STS Aviation Services Attn.: Ryan McComas 2910 SW 42nd Avenue Palm City, Florida 34990	Attn.: Ryan McComas Phone: (888) 777-2960 Email: ryan.mccomas@sts-cs.com	Trade Debt				\$3,364,378.83
8	Commercial Aircraft Consulting, LLC Attn.: Brian Cooper 372 South Eagle Road, Suite 384 Eagle, Indiana 83166	Attn.: Brian Cooper Email: brian@cacaero.com	Litigation	Disputed			\$3,000,000.00
9	Defense Finance & Accounting Service Attn.: Haley R. May 8899 East 56th Street Indianapolis, Indiana 46249-3300	Attn.: Haley R. May Phone: (614) 701-3539 Email: dfas.dscc.jaa.mbx.dla-o2c@mail.mil	Trade Debt				\$2,073,357.12
10	ATOPS Express / Aerotech Ops Attn.: Edwin Caiaffa 10733 Northwest 123rd Street Medley, Florida 33178	Attn.: Edwin Caiaffa Phone: (305) 456-4033 Email: edwin@atops.aero	Trade Debt				\$1,449,777.11
11	TA Connections Attn.: Hector Munoz 6100 Blue Lagoon Drive, Suite 310 Miami, Florida 33126	Attn.: Hector Munoz Phone: (786) 597-3100 Email: info@taconnections.com	Trade Debt				\$1,204,563.49
12	Unical Aviation Inc. Attn.: Andy Fowles P.O. Box 31001-0964 Pasadena, California 91110-0964	Attn.: Andy Fowles Email: afowles@unical.com	Trade Debt				\$668,773.50
13	Pioneer Logistics Attn.: Rita Tian 1F No.1 Ling Hang Road Pudong International Airport Shanghai China 201202	Attn.: Rita Tian Phone: + 86-136-5119-7437 Email: rita.tian@caacpl.com	Customer Deposit				\$575,873.86
14	Flight Power Repair Group Attn.: Frank Galego P.O. Box 667627 Miami, Florida 33166-9403	Attn.: Frank Galego Phone: (305) 640-9965 Email: frank@flightpower.net	Trade Debt				\$559,667.00
15	Distribution by Air Attn.: Crystal Lowenthal 405 114th Avenue, SE, 3rd Floor Bellevue, Washington 98057	Attn.: Crystal Lowenthal Phone: (404) 305-1621 Email: wga@dbaco.com	Trade Debt				\$556,070.94
16	TAP Portugal Attn.: Richard Paegel 4500 NW 36th Street Miami, Florida 33166	Attn.: Richard Paegel Email: rpaegel@amerijet.com	Customer Contract				\$528,140.49

Debtor Western Global Airlines, Inc.
Name

Case number (if known)

23- ()

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
17	TurbineAero Repair Attn.: Iryna Andreyeva P.O. Box 641458 Pittsburgh, Pennsylvania 15264-1458	Attn.: Iryna Andreyeva Phone: (480) 824-2714 Email: iryna.andreyeva@turbineaero.com	Trade Debt				\$471,960.82
18	Alpha-Tech Aviation Services, Inc. Attn.: Juan Sanchez 4233 United Parkway Schiller Park, Illinois 60176	Attn.: Juan Sanchez Phone: (847) 233-9180 Email: jsanchez@alphatechaviation.com	Trade Debt				\$402,942.26
19	Eurocontrol Attn.: Edoardo Romano Rue de la Fusée 96 Brussels, Belgium 1130	Attn.: Edoardo Romano Email: edoardo.romano@eurocontrol.int	Trade Debt				\$388,592.91
20	Davis Polk Wardwell LLP Attn.: John Amorosi 450 Lexington Avenue New York, New York 10017	Attn.: John Amorosi Phone: (212) 450-5700 Email: john.amorosi@davispolk.com	Professional Services	Disputed			\$347,105.63
21	Shreveport Airport Authority Attn: Thomas De'Lontrell 5130 Hollywood Avenue, Suite 300 Shreveport, Louisiana 71109	Attn: Thomas De'Lontrell Phone: (318) 673-5370 Email: delontrell.thomas@shreveportla.gov	Trade Debt				\$292,573.25
22	AMP Aero Services Attn.: Alvaro Pereira 11900 SW 128th Street, Suite 100 Miami, Florida 33186	Attn.: Alvaro Pereira Phone: (833) 267-2376 Email: sales@amp-aero.com	Trade Debt				\$292,430.00
23	Chevron Corp. Attn: Marcela Cendoya Cecilia Grierson 355 Buenos Aires, Argentina	Attn: Marcela Cendoya Phone: + 54-11-4338-1800 (int. 1963) Email: bacraviation@chevron.com	Trade Debt				\$292,101.13
24	Component Overhaul Services Corp. Attn.: Mercy Medina 5603 NW 159th Street Miami Gardens, Florida 33014	Attn.: Mercy Medina Phone: (305) 406-3885 Email: mercy@componentoh.com	Trade Debt				\$289,350.00
25	Honeywell International Inc. Attn: Kevin DeLeon 21111 N 19th Avenue Phoenix, Arizona 85027	Attn: Kevin DeLeon Phone: (862) 225-5428 Email: kevinleonardo.deleon@honeywell.com	Trade Debt				\$287,127.84
26	RPM Aircraft LLC Attn.: Jonathan Martinez 6201 W. Imperial Highway, 2nd Floor Los Angeles, California 90045	Attn.: Jonathan Martinez Phone: (310) 946-1718 Email: jmarinez@rmpa.org	Trade Debt				\$283,268.51
27	United Rentals Attn: Maryana Howash 9760 Old Seward Highway Anchorage, Alaska 99515-2137	Attn: Maryana Howash Phone: (907) 349-4425 Email: mhowash@ur.com	Trade Debt				\$238,782.81

Debtor Western Global Airlines, Inc.

Case number (if known)

23-_____()

Name

Name of creditor and complete mailing address, including zip code		Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
28	Boeing Commercial Airplane Group Attn.: Lyla Smith P.O. Box 277851 Atlanta, Georgia 30384-7851	Attn.: Lyla Smith Phone: (425) 306-0447 email: lyla.f.smith@boeing.com	Trade Debt				\$212,692.55
29	City of Chicago Attn.: Jason Mis 121 N LaSalle Street, Room 700 Chicago, Illinois 60602	Attn.: Jason Mis Phone: (312) 744-4484 email: Jason.Mis@CityofChicago.org	Trade Debt				\$191,082.94
30	Aero Accessories & Repair Attn.: Carlos Diaz 15501 SW 29th Street, Suite 201 Miramar, Florida 33027	Attn.: Carlos Diaz Phone: (954) 266-1300 email: cdiaz@aeroaccessories.us	Trade Debt				\$162,167.00

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- x
In re : Chapter 11
WESTERN GLOBAL AIRLINES, INC. : Case No. 23-_____ ()
Debtor. :
----- x

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT
PURSUANT TO FED. R. BANKR. P. 1007 AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), attached hereto as Exhibit A is an organizational chart reflecting certain of the ownership interests in Western Global Airlines, Inc. and its debtor subsidiaries, as debtors and debtors in possession in the above captioned chapter 11 cases (each, a “**Debtor**” and collectively, the “**Debtors**”). The Debtors hereby file this corporate ownership statement, and represent as follows:

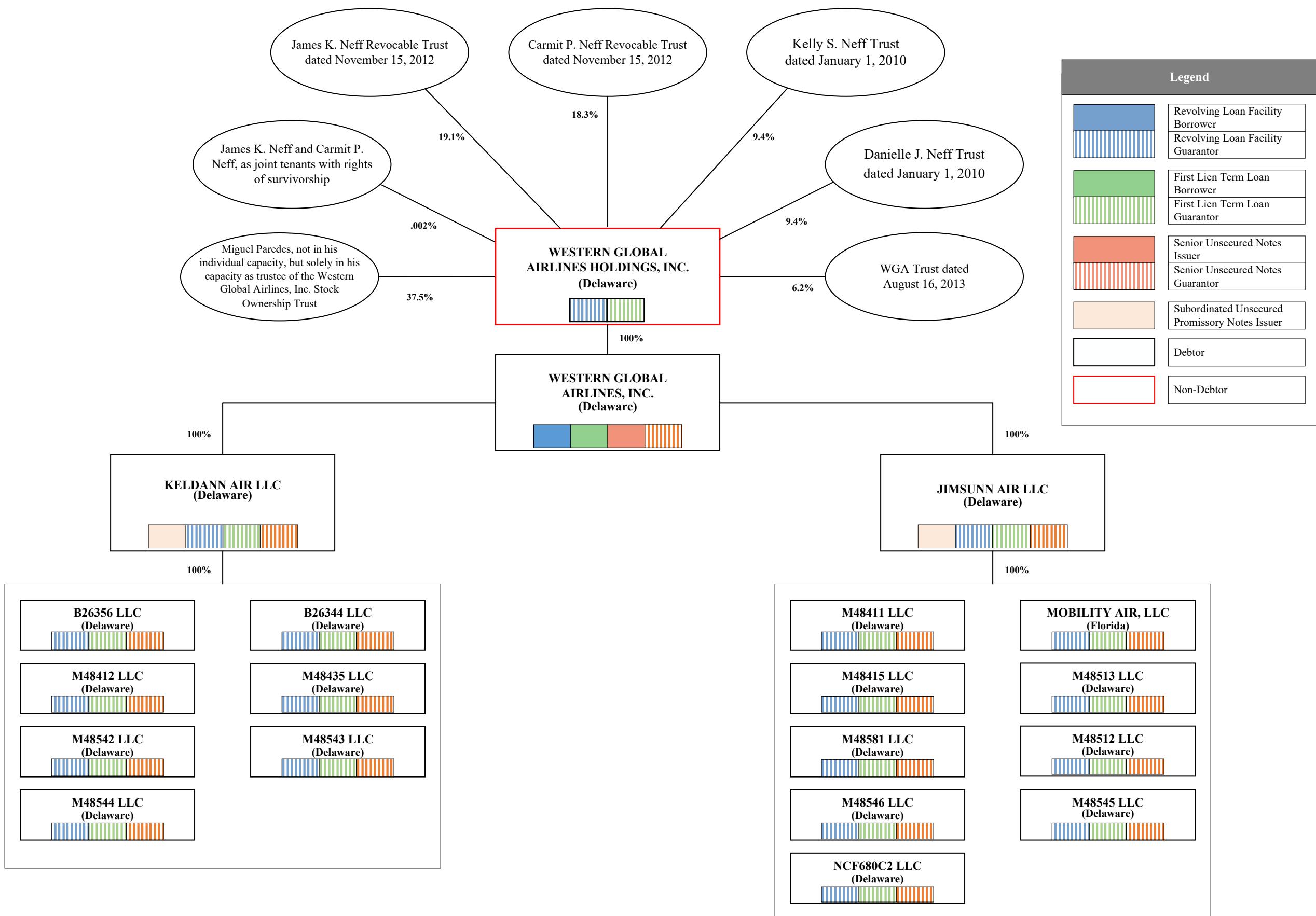
1. Western Global Airlines Holdings, Inc., a non-Debtor entity, owns 100% of the equity interests in Western Global Airlines, Inc.
2. Western Global Airlines, Inc. owns 100% of the membership interests in Keldann Air LLC and Jimsunn Air LLC.
3. Keldann Air LLC owns 100% of the membership interests in:
 - a. B26344 LLC
 - b. B26356 LLC
 - c. M48412 LLC
 - d. M48435 LLC
 - e. M48542 LLC
 - f. M48543 LLC
 - g. M48544 LLC

4. Jimsunn Air LLC owns 100% of the membership interests in:

- a. M48411 LLC
- b. M48415 LLC
- c. M48512 LLC
- d. M48513 LLC
- e. M48545 LLC
- f. M48546 LLC
- g. M48581 LLC
- h. Mobility Air, LLC
- i. NCF680C2 LLC

Exhibit A

Organizational Chart



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

	x	
In re	:	Chapter 11
WESTERN GLOBAL AIRLINES, INC.	:	Case No. 23-_____ ()
Debtor.	:	
	:	
		x

LIST OF EQUITY HOLDERS¹

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, the following identifies the equity security holders of the above-captioned debtor in possession (the “**Debtor**”).

Check applicable box:

- There are no equity security holders or corporations that directly or indirectly own 10% or more of any class of the Debtor’s equity interest.
- The following are the Debtor’s equity security holders (list holders of each class, showing the number and kind of interests registered in the name of each holder, and the last known address or place of business of each holder):

Name and Last Known Address or Place of Business of Holder	Kind/Class of Interest	Number of Interests Held
Western Global Airlines Holdings, Inc. 9260 Estero Park Commons Blvd., Suite 200 Estero, Florida 33928	Common Stock	100%

¹ This list serves as the required disclosure by the Debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are as of the date of commencement of the Debtor’s chapter 11 case.

Fill in this information to identify the case:

Debtor name: Western Global Airlines, Inc.
 United States Bankruptcy Court for the District of Delaware
 (State)
 Case number (*If known*): 23-_____ ()

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- Other document that requires a declaration Consolidated Corporate Ownership Statement and List of Equity Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 7, 2023
 MM /DD /YYYY

X /s/ James K. Neff

Signature of individual signing on behalf of debtor

James K. Neff

Printed name

Chief Executive Officer

Position or relationship to debtor